

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS  
FINANCE DEPARTMENT, PROCUREMENT DIVISION**

320 Hospital Drive Ste. 23  
Warrenton, Virginia 20186

Phone: (540) 428-8713

Fax: (540) 347-5753

**NOTICE OF CONTRACT AWARD**

1. DATE: October 7, 2004
2. COMMODITY NAME: Open-Ended Interpretive Planning & Design Services
3. CONTRACT NUMBER: 01-05smc
4. CONTRACT PERIOD: October 7, 2004 through October 7, 2005
5. RENEWAL OPTIONS: Two (2) One Year Terms
6. CONTRACTOR: The Design Minds, Incorporated  
(V/N 641089) 4821 Eisenhower Avenue  
Alexandria, VA 22304  
PH (703) 212-7393 FX (703) 212-7285
7. TERMS: Net 45
8. FOR FURTHER INFORMATION CONTACT: Susan R. Monaco, CPPB  
PH (540) 428-8713

NOTICE TO ALL FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOL USING DEPARTMENTS: This contract is the result of a competitive bid program and its use must follow the FCG&PS Procurement Policy/Procedures for the purchase of the commodity listed herein. Please see the reverse side of this notice for further instructions regarding this contract.

By: \_\_\_\_\_  
Susan R. Monaco, CPPB  
Procurement Supervisor

## INSTRUCTIONS

1. Orders: All Using Departments must order services listed by issuing a Purchase Orders per the Procurement Procedures Manual, after following the instructions below. An extra copy of the Procedures Manual can be obtained by calling Procurement at (540) 428-8717 or 8720.

### **PROJECT ORDERS AND PROCEDURES FOR ORDERING SERVICES FOR OPEN-END INTERPRETIVE PLANNING & DESIGN SERVICES:**

#### **Types of Project Orders:**

Lump Sum Fee Project Orders: Lump sum fees shall be negotiated individually for each project and issued as a separate Purchase Order (pricing shall be based on the attached hourly fee schedule).

Hourly Rate Project Orders: When the scope of services involves work of such nature that the Firm cannot reasonably estimate the time which would be required to provide the services, the Parks & Recreation Department may authorize an Hourly Rate based on the actual hours worked times the hourly rates indicated on the attached fee schedule and other approved expenses. A maximum Purchase Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Purchase Orders. When an Hourly Rate Purchase Order is used, the Firm shall submit detailed time records, documentation for other expenses, and such other evidence as the Parks & Recreation Department may require to support the Firm's billing request.

#### **Procedures for Ordering Services**

The Using Department will request a lump sum fee or hourly rate proposal for each Project from the Firm. At the Firm's expense, the Firm shall visit the site and prepare a detailed lump sum or hourly rate (as applicable) proposal for accomplishing the services. Each proposal prepared by the Firm shall include an acceptable description of the nature, extent and character of the work required, as well as performance and delivery schedule.

Each Project Order will be reviewed and approved in writing by the Owner prior to Firm initiating any work. If any Project Order appears indefinite, unclear or contradictory, the Firm shall consult with the Owner's representative for interpretation and clarification prior to the Firm's commencement of work on that Project Order. The Firm shall be responsible for conveying the interpretation and/or clarification of any Project Order to its employees, agents or subcontractors or sub-consultants. Firm shall be responsible for any work not expressly set out in any Project Order but which may be reasonably implied for proper completion of the Project Order.

Following successful negotiations, the Owner will prepare a purchase order for the agreed scope of work and fee proposal, incorporating by reference the terms and conditions of the resulting contract and forward to the Procurement Division. Once the Procurement Division has processed the purchase order (and assigned a number) the Owner may authorize the Firm to proceed with the work.

The Firm shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division and without a written Notice to Proceed from the Owner's representative. The Firm assumes all risk and financial liability for any services rendered without such proper authorization.

Should additional services be requested beyond the scope of any executed Project Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the

additional work.

The Firm's services shall be considered complete upon satisfactory completion and acceptance by the Owner's Representative of the services outlined in the Project Order.

Purchase Order Restriction/Maximum Fee Limitation: No individual purchase order fee shall exceed \$30,000, and the aggregate total of fees for all purchase orders shall not exceed 100,000 annually. If a project is expected to be over this amount, requirements shall be forwarded to the Procurement Division and a separate RFP will be done for that project.

Change Orders: Change orders, authorized by the Procurement Division, may be issued to modify the scope of a Purchase Order. Change orders may add to, delete or otherwise modify the scope of services against a particular Purchase Order.

In making any modifications, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods:

- A. The written modification shall stipulate the mutually agreeable fixed price for the specific addition to and/or deletion from the scope of work and/or specifications, which shall be added to or deducted from the total contract amount.
  - B. The written modification shall direct the Firm to proceed with a specific scope of work and to keep, and present in a form as the Parks & Recreation Department may direct, a correct account of the actual man-hours by category and discipline and the time sheets therefore. The fee amount will be the man-hours expended multiplied by the hourly rates specified in attached hourly fee schedule. No additional increase for overhead and profit will be allowed. Changes using this procedure will usually specify a maximum amount.
2. All correspondence and documents (to include invoices) shall reference the contract number, applicable purchase order number and any project reference number the Parks & Recreation Department may identify.
3. Approval of Firm's invoice is the responsibility of the Parks & Recreation Department.
4. Any complaint as to quality of services or violation of contract provisions by the Firm shall be reported to the Procurement Division for handling with the Firm. All complaints must be submitted in writing and can be forwarded to Procurement via fax, e-mail or courier.
5. Renewals: As stated on the face of this notice, two (2) one-year terms remain on this contract. The decision as to whether to exercise the renewal option will be made by the contract officer, with input requested from the Parks & Recreation Department, approximately sixty days in advance of the expiration date of the current term.
6. Price Adjustments: Contract prices shall remain firm for the award year. Prices may be negotiated only at the time of renewal. All price increases must be approved by the contract officer. Contract users will be sent notification of contract change from the Procurement office as official notification of such changes, if approved.
7. Evaluation of Services: At the conclusion of any project performed under this contract, or periodically throughout the project, the Using Department is requested to complete the attached Evaluation Form and return to the Procurement Division. This will be kept in the contract file for renewal and contract performance purposes.

**FEE SCHEDULE**  
**Contract # 01-05smc**

The Design Minds, Inc.

Principal in Charge & Project Manager: Lonny Schwartz

***Interpretive Planning & Design Services***

Classification	Hourly Rate
Project Manager	\$ 80.00
Design Principal	\$ 80.00
Content Principal	\$ 80.00
Exhibit Designer	\$ 65.00
Graphic Designer	\$ 65.00
Exhibit Developer/Content Research and Writing	\$ 65.00
Audio-Visual Consultant	\$ 125.00
Engineer Consultant	\$ 105.00
Lighting Designer	\$ 105.00

CONTRACT EVALUATION

Date:

Return To: **Susan Monaco, Procurement Division, 428-8713**

The Fauquier County Government and Public Schools Procurement Division is requesting that the Parks & Recreation Department complete this form either periodically or upon completion of any project under Contract #01-05smc, Open-End Interpretive Planning & Design Services. Please complete this questionnaire and return it along with any supplemental comments or suggestions.

Firm Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

RATE CONTRACTOR'S PERFORMANCE ON A SCALE OF 1 TO 5 (by circling).

- |   |   |   |   |   |   |                            |
|---|---|---|---|---|---|----------------------------|
| 1. Overall Evaluation: (Unsatisfactory)   | 1 | 2 | 3 | 4 | 5 | (Satisfactory)             |
| 2. Performance (Late/Early)   | 1 | 2 | 3 | 4 | 5 | (On Time)                  |
| 3. Quality of Services (Unacceptable)   | 1 | 2 | 3 | 4 | 5 | (Acceptable)               |
| 4. Number of Complaints (High)  | 1 | 2 | 3 | 4 | 5 | (Low)                      |
| 5. Firm's Responsiveness to requests to correct deficiencies:<br>(Non-responsive) | 1 | 2 | 3 | 4 | 5 | (prompt corrective action) |

If complaints have been registered, please explain (or attach documentation):

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Return to: Susan Monaco, CPPB  
Procurement Division  
320 Hospital Dr., Suite 23  
Warrenton, VA 20186  
Fax: (540) 347-5753  
E-mail:  
Susan.monaco@fauquiercounty.gov

Form completed by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number